

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Thomas J. Willi, Town Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: Town-wide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN TO RETAIN THE LEGAL SERVICES OF BECKER & POLIAKOFF, P.A. AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: Becker & Poliakoff wishes to have the Town execute an Authority to Represent agreement for the purposes of representing the Town in a petition against De Moya Group, Inc. and Kevin Carmichael, Trustee. The agreement calls for a billable rate of \$165.00 per hour for attorney services and \$75 per hour for paralegal services if required. In addition, an initial cost deposit of \$1,500 is required for out-of-pocket expenses. On February 5, 2003 the Town Council granted authority to the Town Administrator to take any legal actions necessary to obtain the Spur Road property. This resolution is in furtherance of that objective.

PREVIOUS ACTIONS: R-2001-180

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? Yes.

001-0304-513-0307 Other Legal Fees

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s): Resolution.

Resolution _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN TO RETAIN THE LEGAL SERVICES OF BECKER & POLIAKOFF, P.A. AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie is in need of legal representation in an action against De Moya Group, Inc. and Kevin Carmichael, Trustee; and

WHEREAS, the subject of the litigation concerns the Spur Road property; and

WHEREAS, the Town wishes to retain the legal services of Becker & Poliakoff, P.A. to represent the Town in this litigation; and

WHEREAS, the fee to be charged by Becker & Poliakoff, P.A. to represent the Town in this action is \$165.00 per hour for any services rendered by attorneys of the firm, and \$75 per hour for any services rendered by paralegals of the firm as set forth in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town to retain the legal services of Becker & Poliakoff, P.A. to represent the Town in litigation against De Moya Group, Inc. and Kevin Carmichael, Trustee.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2003.

AUTHORITY TO REPRESENT

The TOWN OF DAVIE (hereby Client or Town), hereby retains the law firm of BECKER & POLIAKOFF, P.A. ("the Firm") to represent it in eminent domain litigation against the **De Moya Group, Inc. and Kevin Carmichael, Trustee**, and any other persons and entities whose interests in the property being condemned should be joined. The scope of this representation includes, but is not limited, all actions which are reasonably appropriate or requested, to assist, counsel or undertake on or behalf of, or in conjunction with, the Town of Davie, both pre-litigation, litigation and post-litigation, to seek and prosecute an action in eminent domain for real estate and any improvements thereon, which is currently owned by the De Moya Group, Inc. and Kevin Carmichael, Trustee, within the Town of Davie. (Also known as "the Spur property or Spur Road"). As compensation for the Firm's services, the Town agrees to pay to the Firm the sum of **One Hundred Sixty Five (\$165.00) Dollars** per billable hour for services rendered by all attorneys within the Firm, and **Seventy-Five (\$75.00) Dollars** per billable hour for any services which are rendered by paralegals within the Firm. The Town has been notified and recognizes that the rate that the Firm is charging is far below the rate which the Firm typically charges for its attorneys to other clients.

In the event an appeal is filed from a judgment favorable to Client, the above-noted fee structure will apply. Should Client suffer an adverse judgment and decide an appeal is to be taken, the terms of the retainer and representation thereon shall be agreed upon at such time.

It is understood and agreed that Client will be responsible for any and all court costs, costs of preparation and investigation, computer legal research costs, including abstracting

costs, if any, and will pay such costs as they accrue and are billed. It is understood and agreed that the Firm will not be required to advance costs on behalf of Client, and Client agrees to forward such additional cost deposit funds as are necessary to pay for out-of-pocket expenses in connection with this matter, including a \$1,500 initial cost deposit. The Firm will provide Client with an itemized statement for services performed and costs incurred on a monthly basis. Fees billed shall become due and payable within thirty (30) days of said statement.

DATED this ____ day of _____, 2003.

TOWN OF DAVIE

By: _____
its _____

The above employment is accepted on the terms as set forth above.

BECKER & POLIAKOFF, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, Florida 33401
Telephone No. (561) 655-5444
Facsimile No. (561) 832-8987

By: _____
DANIEL S. ROSENBAUM
Florida Bar No. 306037